

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re

)

) Case No. _____

)

) ORDER, DRAFTED ON: _____,

) RE: RELIEF FROM STAY

) CREDITOR: _____

Debtor(s)

) (ONLY CHECKED BOXES APPLY)

Based upon:

A Stipulated Motion of the parties filed using LBF #720.92.

The oral stipulation of the parties at the hearing held on _____.

The ruling of the court at the hearing held on _____.

Failure to comply with the conditions imposed by the Order re: Relief from Stay entered on _____. (Creditor has served a certificate of non-compliance specifying the default.)

No response filed within the response period plus 3 days to the motion for relief from stay filed and served on _____.

IT IS ORDERED that, except as provided in pt. 4 below, the stay existing pursuant to 11 U.S.C. §362(a) shall remain in effect as to the property described below (hereinafter "the property"):

Personal property described as (e.g., 2001 Ford Taurus):

Real property located at (i.e., street address):

[Optional] Exhibit A attached hereto is the legal description of the property.

IT IS FURTHER ORDERED that the stay is subject to the conditions marked below:

1. Regular Payment Requirements.

- a. Debtor(s) shall deliver regular monthly payments in the amount of \$_____ commencing _____ to Creditor at the following address:
- b. The Chapter 13 trustee shall immediately pay and disburse to Creditor the amount of \$_____ per month from funds paid to the trustee by Debtor(s), and continue each month until the plan is confirmed, at which time the plan payment terms shall control. Payments made by the trustee under this order shall be deemed to be payments under the plan for purposes of the trustee's collection of percentage fees.
- c. Debtor(s) shall pay to the trustee any and all payments required to be paid under the terms of the Chapter 13 plan.

2. Cure Payment Requirements. Debtor(s) shall cure the post-petition default of \$_____ consisting of _____

(e.g., \$_____ in payments and \$_____ in late charges for April - June, 2002), as follows:

- a. In equal monthly installments of \$_____ each, commencing _____ and continuing thereafter through and including _____.
- b. By paying the sum of \$_____ on or before _____, and the sum of \$_____ on or before _____.
- c. Other (describe):

3. Insurance Requirement(s). Debtor shall maintain insurance on the property at all times as required by the security agreement, naming _____ as the loss payee.

On or before _____ Debtor(s) shall provide counsel for Creditor with proof of insurance.

4. Stay Relief without Cure Opportunity.

- a. Upon default in the conditions in pt(s). _____ Creditor may file and serve a certificate of non-compliance specifying the default, together with a proposed order terminating the stay to allow Creditor to foreclose on, and obtain possession of, the property, which the Court may grant without further notice or hearing.
- b. The stay is terminated to allow Creditor to foreclose on, and obtain possession of, the property provided that a foreclosure sale shall not occur prior to _____.
- c. Creditor is granted relief from stay effective _____ to foreclose on, and obtain possession of, the property.
- d. Creditor is granted relief from stay to foreclose on, and obtain possession of, the property.
- e. If a creditor with a senior lien on the property is granted relief from stay, Creditor may file and serve a certificate identifying the senior lien holder and a proposed order terminating the stay, which the Court may grant without further notice or hearing.
- f. Creditor is granted relief from stay to _____.

5. **Stay Relief with Cure Opportunity.** Upon default in the checked condition(s) in pt(s). 1 - 3, Creditor shall serve written notice of default on Debtor(s) and Attorney for Debtor(s) that gives Debtor(s) ____ calendar days after the mailing of the notice to cure the default. If Debtor(s) fails to cure the default in accordance with this paragraph, then Creditor shall be entitled to submit a proposed order terminating the stay, which the Court may grant without further notice or hearing if supported by a certificate of non-compliance along with a copy of the written notice of default or an explanation why written notice of default was not required.

a. The notice of default may require that Debtor(s) make any payment(s) that becomes due between the date the notice of default is mailed and before the cure deadline.

b. The notice of default may require Debtor(s) to pay \$_____ for the fees and costs of sending the notice.

c. Only ____ notices of default and opportunity to cure are required per ____ year (calculated from date of entry of this order), during the remainder of this case, or ____ (describe):

6. **Amended Proof of Claim.** Creditor shall file an amended proof of claim to recover all accrued post-petition attorney fees and costs and (describe):

7. **Miscellaneous Provisions.**

a. If Creditor is granted relief from stay, the 10-day stay provided by Fed. Rule Bankr. Proc. 4001(a) shall be waived.

b. Any notice that Creditor's counsel shall give to Debtor(s) or attorney for Debtor(s) pursuant to this order shall not be construed as a communication under the Fair Debt Collection Practices Act, 15 U.S.C. §1692.

8. A final hearing on Creditor's motion for relief from stay shall be held on _____ at _____ in _____.

9. Other:

Bankruptcy Judge

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PRESENTED, AND CERTIFIED, BY:

Name:_____

Address:_____

Email Address:_____

Phone No:_____

OSB#:_____